

**FCC Form 481 - Carrier Annual Reporting  
Data Collection Form**FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	439054
<015>	Study Area Name	Q Link Wireless LLC
<020>	Program Year	2017
<030>	Contact Name: Person USAC should contact with questions about this data	Heather Kirby
<035>	Contact Telephone Number: Number of the person identified in data line <030>	7702327805 ext.
<039>	Contact Email Address: Email of the person identified in data line <030>	etclifelineforms@cgminc.com
	Form Type	54.422

**(100) Service Quality Improvement Reporting  
Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

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<110>	Has your company received its ETC certification from the FCC?	(yes / no )	<input type="radio"/>	<input type="radio"/>
<111>	If your answer to Line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no )	<input type="radio"/>	<input type="radio"/>

If your answer to Line <111> is yes, please file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

Name of Attached Document

Please select the appropriate responses below (Yes, No, Not Applicable) to confirm that the attached document(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to §54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

- <113> Maps detailing progress towards meeting plan targets
- <114> Report how much universal service (USF) support was received
- <115> How much (USF) was used to improve service quality and how support was used to improve service quality
- <116> How much (USF) was used to improve service coverage and how support was used to improve service coverage
- <117> How much (USF) was used to improve service capacity and how support was used to improve service capacity
- <118> Provide an explanation of network improvement targets not met in the prior calendar year.


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[illegible]

**(300) Unfulfilled Service Request  
Data Collection Form**FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
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&lt;300&gt; Unfulfilled service request (voice)

&lt;310&gt; Detail on attempts (voice)

Name of Attached Document

&lt;320&gt; Unfulfilled service request (broadband)

&lt;330&gt; Detail on attempts (broadband)

Name of Attached Document

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<400>	Select from the drop-down list to indicate how you would like to report voice complaints (zero or greater) for voice telephony service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	
<410>	Complaints per 1000 customers for fixed voice	
<420>	Complaints per 1000 customers for mobile voice	
<430>	Select from the drop-down list to indicate how you would like to report end-user customer complaints (zero or greater) for broadband service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	
<440>	Complaints per 1000 customers for fixed broadband	
<450>	Complaints per 1000 customers for mobile broadband	

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<500>	Certify compliance with applicable service quality standards and consumer protection rules	
<510>	Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance	

<b>(600) Functionality in Emergency Situations</b>		FCC Form 481
<b>Data Collection Form</b>		OMB Control No. 3060-0986/OMB Control No. 3060-0819
		July 2013

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<600>	Certify compliance regarding ability to function in emergency situations	
<610>	Descriptive document for Functionality in Emergency Situations	





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**(800) Operating Companies  
Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

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<810>	Reporting Carrier	Q Link Wireless LLC
<811>	Holding Company	QUADRANT HOLDINGS GROUP LLC
<812>	Operating Company	Q Link Wireless LLC

[illegible]

**(900) Tribal Lands Reporting  
Data Collection Form**

 FCC Form 481  
 OMB Control No. 3060-0986/OMB Control No. 3060-0819  
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&lt;900&gt; Does the filing entity offer tribal land services? (Y/N)

&lt;910&gt; Tribal Land(s) on which ETC Serves

&lt;920&gt; Tribal Government Engagement Obligation

Name of Attached Document

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- <921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions.
- <922> Feasibility and sustainability planning;
- <923> Marketing services in a culturally sensitive manner;
- <924> Compliance with Rights of way processes
- <925> Compliance with Land Use permitting requirements
- <926> Compliance with Facilities Siting rules
- <927> Compliance with Environmental Review processes
- <928> Compliance with Cultural Preservation review processes
- <929> Compliance with Tribal Business and Licensing requirements.

Select Yes or No or Not Applicable

**(1000) Voice and Broadband Service Rate Comparability  
Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

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<1000> Voice services rate comparability certification

<1010> Attach detailed description for voice services rate comparability compliance

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Name of Attached Document

<1020> Broadband comparability certification

<1030> Attach detailed description for broadband comparability compliance

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Name of Attached Document

**(1100) No Terrestrial Backhaul Reporting  
Data Collection Form**

FCC Form 481

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&lt;1100&gt; Certify whether terrestrial backhaul options exist (Y/N)

&lt;1130&gt; Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(g).

**(1200) Terms and Condition for Lifeline Customers**  
**Lifeline**  
**Data Collection Form**

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QLINK 1210 OK 2016.pdf

Name of Attached Document

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

<1220> Link to Public Website

HTTP

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

- |        |   |                                     |
|--------|---|-------------------------------------|
| <1221> | Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, | <input checked="" type="checkbox"/> |
| <1222> | Details on the number of minutes provided as part of the plan,  | <input checked="" type="checkbox"/> |
| <1223> | Additional charges for toll calls, and rates for each such plan.  | <input checked="" type="checkbox"/> |

**(2000) Price Cap Carrier Additional Documentation**

FCC Form 481

**Data Collection Form**

OMB Control No. 3060-0986/OMB Control No. 3060-0819

*Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers*

July 2013

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Select the appropriate responses below (Yes, No, Not Applicable) to note compliance as a recipient of Incremental High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e). The information reported on this form and in the documents attached below is accurate.

**Incremental Connect America Phase I reporting**

- <2010> 2nd Year Certification 47 CFR § 54.313(b)(1)(i) - Note that for the July 1 2016 certification, this applies to Round 2 recipients of Incremental Support
- <2011> 3rd Year Certification 47 CFR § 54.313(b)(1)(ii) - Note that for the July 1 2016 certification, this applies to Round 1 recipients of Incremental Support
- <2022> Recipient certifies, representing year two after filing a notice of acceptance of funding pursuant to 54.312(c), that the locations in question are not receiving support under the Broadband Initiatives Program or the Broadband Technology Opportunities Program for projects that will provide broadband with speeds of at least 4 Mbps/1Mbps - 54.313(b)(2)(i). Round 2 recipients only.
- <2023> The attachment on line 2024 includes a statement of the total amount of capital funding expended in the previous year in meeting Connect America Phase I deployment obligations, accompanied by a list of census blocks indicating where funding was spent. This covers year two - 54.313(b)(2)(ii). Round 2 recipients only.
- <2024A> Round 2 Recipient of Incremental Support?
- <2024B> Attach list of census blocks indicating where funding was spent in year two - 54.313(b)(2)(ii). Round 2 recipients only.
- <2025A> Round 1 or Round 2 Recipient of Incremental Support?
- <2025B> Attach geocoded Information for Phase I milestone reports (Round 1 for year three and Round 2 for year two) - Connect America Fund , WC Docket 10-90, Report and Order, FCC 13-
- <2015> 2016 and future Frozen Support Certification 47 CFR § 54.313(c)(4)

Name of Attached Document Listing  
Required Information

Name of Attached Document Listing  
Required Information

**(2000) Price Cap Carrier Additional Documentation (Continued)**

FCC Form 481

**Data Collection Form**

OMB Control No. 3060-0986/OMB Control No. 3060-0819

*Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers*

July 2013

**Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}**

&lt;2016&gt; Certification support used to build broadband

**Connect America Phase II Reporting {47 CFR § 54.313(e)}**

&lt;2017A&gt; Connect America Fund Phase II recipient?

&lt;2017B&gt; Attach information for Phase II - 54.313(e)(1) - list of geocoded locations already meeting the 54.309 public interest obligations at the end of calendar year 2015 and total amount of Phase II support, if any, the price

Name of Attached Document Listing  
Required Information

cap carrier used for capital expenditures in 2015.

&lt;2018&gt; Attach the number, names, and addresses of community anchor institutions to which the carrier newly began providing access to broadband service in the preceding calendar year - 54.313(e)(2)(ii)

Name of Attached Document Listing  
Required Information

&lt;2019&gt; Recipient certifies that it bid on category one telecommunications and Internet access services in response to all FCC Form 470 postings seeking broadband service that meets the connectivity targets for the schools and libraries universal service support program for eligible schools and libraries located within any area in a census block where the carrier is receiving Phase II model-based support, and that such bids were at rates reasonably comparable to rates charged to eligible schools and libraries in urban areas for comparable offerings - 54.313(e)(2)(v)

&lt;2020&gt; Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 40% of its supported locations in the state on December 31, 2017 - 54.313(e)(3)

&lt;2021&gt; Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 60% of its supported locations in the state on December 31, 2018 - 54.313(e)(4)

&lt;2026&gt; Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 80% of its supported locations in the state on December 31, 2019 - 54.313(e)(5)

&lt;2027&gt; Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 100% of its supported locations in the state on December 31, 2020 - 54.313(e)(6)



**(3005) Rate Of Return Carrier Additional Documentation**  
**Data Collection Form**

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Complete the items below to note compliance with five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

(3009)	Progress Report on 5 Year Plan Carrier certifies to 54.313(f)(1)(iii)		
(3010A)	Milestone Certification {47 CFR § 54.313(f)(1)(i)}		
(3010B)	Please Provide Attachment	Name of Attached Document Listing Required Information	<input type="text"/>
(3012A)	Community Anchor Institutions {47 CFR § 54.313(f)(1)(ii)}		
(3012B)	Please Provide Attachment	Name of Attached Document Listing Required Information	<input type="text"/>
(3013)	Is your company a Privately Held ROR Carrier {47 CFR § 54.313(f)(2)}	(Yes/No)	<input type="radio"/> <input type="radio"/>
(3014)	If yes, does your company file the RUS annual report	(Yes/No)	<input type="radio"/> <input type="radio"/>
	Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:		
(3015)	Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)		<input type="checkbox"/>
(3016)	Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows		<input type="checkbox"/>
(3017)	If the response is yes on line 3014, attach your company's RUS annual report and all required documentation	Name of Attached Document Listing Required Information	<input type="text"/>
(3018)	If the response is no on line 3014, is your company audited?	(Yes/No)	<input type="radio"/> <input type="radio"/>
	If the response is yes on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:		
(3019)	Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers		<input type="checkbox"/>
(3020)	Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows		<input type="checkbox"/>
(3021)	Management letter and/or audit opinion issued by the independent certified public accountant that performed the company's financial audit.		<input type="checkbox"/>
	If the response is no on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:		
(3022)	Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers		<input type="checkbox"/>
(3023)	Underlying information subjected to a review by an independent certified public accountant		<input type="checkbox"/>
(3024)	Underlying information subjected to an officer certification.		<input type="checkbox"/>
(3025)	Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows		<input type="checkbox"/>
(3026)	Attach the worksheet listing required information	Name of Attached Document Listing Required Information	<input type="text"/>

**(3005) Rate Of Return Carrier Additional Documentation (Continued)**

FCC Form 481

**Data Collection Form**

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**Financial Data Summary**

(3027) Revenue

(3028) Operating Expenses

(3029) Net Income

(3030) Telephone Plant In Service(TPIS)

(3031) Total Assets

(3032) Total Debt

(3033) Total Equity

(3034) Dividends

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4005 Rural Broadband Experiment

Authorized Rural Broadband Experiment (RBE) recipients must address the certification for public interest obligations, provide a list of newly served community anchor institutions, and provide a list of locations where broadband has been deployed.

Public Interest Obligations – FCC 14-98 (paragraphs 26-29, 78)

Please address Line 4001 regarding compliance with the Commission’s public interest obligations. All RBE participants must provide a response to Line 4001.

**4001.** Recipient certifies that it is offering broadband to the identified locations meeting the requisite public interest obligations consistent with the category for which they were selected, including broadband speed, latency, usage capacity, and rates that are reasonably comparable to rates for comparable offerings in urban areas?

Community Anchor Institutions – FCC 14-98 (paragraph 79)

**4003a.** RBE participants must provide the number, names, and addresses of community anchor institutions to which they newly deployed broadband service in the preceding calendar year. On this line, please respond (yes – attach new community anchors, no – no new anchors) to indicate whether this list will be provided.

If yes to 4003A, please provide a response for 4003B.

<b>4003b.</b> Provide the number, names and addresses of community anchor institutions to which the recipient newly began providing access to broadband service in the preceding calendar year.	Name of Attached Document Listing Required Information	_____
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Broadband Deployment Locations – FCC 14-98 (paragraph 80)

<b>4004a.</b> Attach a list of geocoded locations to which broadband has been deployed as of the June 1st immediately preceding the July 1st filing deadline for the FCC Form 481.	Name of Attached Document Listing Required Information	_____
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<b>4004b.</b> Attach evidence demonstrating that the recipient is meeting the relevant public service obligations for the identified locations. Materials must at least detail the pricing, offered broadband speed and data usage allowances available in the relevant geographic area.	Name of Attached Document Listing Required Information	_____
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**Certification - Reporting Carrier  
Data Collection Form**

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**TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:**

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier:	
Signature of Authorized Officer: CERTIFIED ONLINE	Date 06/27/2016
Printed name of Authorized Officer: Issa Asad	
Title or position of Authorized Officer: CEO	
Telephone number of Authorized Officer: 8006101540 ext.	
Study Area Code of Reporting Carrier:	Filing Due Date for this form:
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

<b>Certification - Agent / Carrier Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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**TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:**

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I certify that (Name of Agent) <u>Expert Telecom Compliance, Inc</u> is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent:	<u>Expert Telecom Compliance, Inc</u>
Name of Reporting Carrier:	<u>Q Link Wireless LLC</u>
Signature of Authorized Officer:	Date:
Printed name of Authorized Officer:	
Title or position of Authorized Officer:	
Telephone number of Authorized Officer:	
Study Area Code of Reporting Carrier:	<u>439054</u> Filing Due Date for this form: <u>07/01/2016</u>
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

**TO BE COMPLETED BY THE AUTHORIZED AGENT:**

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier:	<u>Q Link Wireless LLC</u>
Name of Authorized Agent Firm:	<u>Expert Telecom Compliance, Inc</u>
Signature of Authorized Agent or Employee of Agent:	Date: <u>06/23/2016</u>
Name of Authorized Agent Employee:	<u>Heather Kirby</u>
Title or position of Authorized Agent or Employee of Agent	<u>Regulatory Specialist</u>
Telephone number of Authorized Agent or Employee of Agent:	<u>7702327805 ext.</u>
Study Area Code of Reporting Carrier:	<u>439054</u> Filing Due Date for this form: <u>07/01/2016</u>
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

## Attachments

(800) Operating Companies	FCC Form 481
Data Collection Form	OMB Control No. 3060-0986/OMB Control No. 3060-0819
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OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	439054
<015>	Study Area Name	Q Link Wireless LLC
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Heather Kirby
<035>	Contact Telephone Number - Number of person identified in data line <030>	7702327805 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	etclifelineforms@cgmnc.com
<810>	Reporting Carrier	Q Link Wireless LLC
<811>	Holding Company	QUADRANT HOLDINGS GROUP LLC
<812>	Operating Company	Q Link Wireless LLC

[illegible]

## Service Quality and Consumer Protection

The Company is committed to satisfying all applicable state and federal requirements related to consumer protection and service quality standards.

The Company complies with the Cellular Telecommunications and Internet Association's (CTIA) Consumer Code for Wireless Service.

1. Disclose Rates and Terms of Service – These are fully disclosed in advertising as well as on the Company's website.
2. Make Coverage Maps Available – Coverage maps are available on the Company's website.
3. Provide contract terms – the Company does not employ contracts.
4. Allow a trial service – Since Lifeline customers receive free service, there is no commitment to the service on their part. If the service does not suit their needs, they can cancel service without penalty.
5. Provide Specific Disclosure in advertising – All Company advertising, including its website, fully discloses charges and service parameters.
6. Separately Identify Carrier Charges from Tax on Billing Statements – the Company does not render billing statements to its prepaid customers, but for every transaction they make, service charges vs. taxes are fully described.
7. Provide Customers with the Right to Terminate Service Upon Changes to Their Contract – As mentioned, we don't employ contracts so this provision does not apply. Customers can, however, cancel service without penalty.
8. Provide Ready Access to Customer Service – Customers can call customer service for free by dialing 611 or a toll free number. These numbers are disclosed on the Company's website and in advertising and customer welcome materials. Customers may also access Customer Service online through the Company's website.
9. Promptly Respond to Customer Inquiries and Complaints from Government Agencies – We promptly respond to all complaints. If a customer care representative cannot help a customer, we have an escalation process. The Company is committed to resolving customer questions, concerns and complaints in a swift and satisfactory manner.
10. Privacy Policy – The Company protects the privacy of customer information in accordance with applicable federal and state laws. Our privacy policy is available, via link, on every page of the Company's website.
11. Provide Consumers with Free Notifications for Voice, Data and Messaging Usage, and International Roaming – Because the Company's service is prepaid, customers are not able to incur overage charges. However, the Company provides, at no charge, (a) a notification to consumers of domestic wireless plans that include limited data allowances when consumers approach their allowance for data usage; (b) a notification to consumers of domestic voice and messaging plans that include limited voice and messaging allowances when consumers approach their allowance for those services; and (c) a notification to consumers without an international roaming plan/package whose devices have registered abroad and who may incur charges for international usage. The Company also clearly and conspicuously discloses tools or services that enable consumers to track, monitor and/or set limits on voice, messaging and data usage.



12. Abide by the following principles regarding the ability of customers, former customers, and individual owners of eligible devices to unlock phones and tablets, ("mobile wireless devices") that are locked by or at the direction of the carrier –

- (1) Disclosure. The Company has posted on its website its clear, concise, and readily accessible policy on postpaid and/or prepaid mobile wireless device unlocking.
- (2) Postpaid Unlocking Policy. Not Applicable.
- (3) Prepaid Unlocking Policy. Upon request, the Company will unlock prepaid mobile wireless devices no later than one year after initial activation, consistent with reasonable time, payment or usage requirements.
- (4) Notice. The Company will clearly notify customers that their devices are eligible for unlocking at the time when their devices are eligible for unlocking or automatically unlock devices remotely when devices are eligible for unlocking, without additional fee. The Company reserves the right to charge non-customers/nonformer-customers with a reasonable fee for unlocking requests. Notice to prepaid customers may occur at point of sale, at the time of eligibility, or through a clear and concise statement of policy on the Company's website.
- (5) Response Time. Within two business days after receiving a request, the Company will unlock eligible mobile wireless devices or initiate a request to the OEM to unlock the eligible device, or provide an explanation of why the device does not qualify for unlocking, or why the carrier reasonably needs additional time to process the request.
- (6) Deployed Personnel Unlocking Policy. The Company will unlock mobile wireless devices for deployed military personnel who are customers in good standing upon provision of deployment papers.

The Company reserves the right to decline an unlock request if it has a reasonable basis to believe the request is fraudulent or the device is stolen.

### **Functionality in Emergency Situations**

As a reseller, the Company relies upon its underlying facilities-based carrier for functionality in emergency situations. Through the Company's agreement with its underlying carrier, Sprint, the Company has the ability to remain functional in emergency situations. The Sprint wireless network has reasonable amounts of back-up power and the ability to reroute traffic around damaged facilities and manage traffic spikes resulting from emergency situations. Each cell site in the Sprint's network is equipped with two to four hours of battery back-up power. Many cell sites in the Sprint network provide overlapping coverage for neighboring areas, ensuring that coverage continues in the event of damage to a particular facility. These neighboring cell sites can be adjusted to provide coverage to a wider service area in the event of an emergency. As an MVNO of Sprint, these capabilities benefit Q Link Wireless customers.

**Q LINK WIRELESS LLC**

**WIRELESS ETC**

**LIFELINE TERMS AND CONDITIONS - OKLAHOMA**

**CAUSE NO. PUD 201200103**

**FINAL ORDER NO. 603211**

**EFFECTIVE JUNE 8, 2016**

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## 1. OKLAHOMA SERVICE AREA

All non-rural areas of Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma ("AT&T OK") and Valor Telecommunications SW d/b/a Windstream Communications SW ("Windstream").

## 2. DESCRIPTION OF OKLAHOMA LIFELINE OFFERING

Q LINK provides eligible customers with the following plan options:

250 Talk / 250 Text (Non-Tribal only). 250 anytime voice minutes and 250 SMS text messages per month (text messages do not deduct from voice minutes). Monthly plan cost is \$0 for eligible non-tribal customers.

1,000 Talk / 3,000 Text. 1,000 anytime voice minutes and 3,000 SMS text messages per month. Monthly plan cost is \$0 for eligible tribal customers and \$25 for eligible non-tribal customers.

Unlimited Talk. Unlimited anytime voice minutes per month. Monthly plan cost is \$0 for eligible tribal customers and \$25 for eligible non-tribal customers.

All plan options include a free handset and access to Voicemail, Call Waiting, and Caller ID services. Customers may use their minutes to place domestic long distance calls at no additional charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Calls to Q LINK customer service are also free. Q LINK does not impose burdensome credit checks, long-term service contracts, or roaming charges.

## 3. OKLAHOMA LIFELINE ELIGIBILITY CRITERIA

In order to qualify for Lifeline Service Program, an applicant for Lifeline service must meet the requirements of 47 CFR §§ 54.400 through 54.415 and show that they:

- (1) Participate in or receive assistance or benefits, as certified by the Department of Human Services, under a program providing:
  - (A) Temporary Assistance to Needy Families;
  - (B) Supplemental Nutrition Assistance Program (SNAP) f/k/a Food Stamps, or Food Distribution Program on Indian Reservations, (FDPIR);
  - (C) Medical Assistance and/or Medicaid; or
  - (D) Supplemental Security Income.
- (2) Participate in Federal Public Housing Assistance;
- (3) Participate in Low Income Home Energy Assistance Programs;
- (4) Participate in or receive assistance or benefits, as certified by the State Department of Rehabilitation Services, under a program providing vocational rehabilitation, including aid to the hearing impaired; or
- (5) Participate in or receive assistance or benefits, as certified by the Oklahoma Tax Commission, pursuant to the Sales Tax Relief Act, 68 O.S. § 5011 et seq.

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- (6) Have income that does not exceed one hundred thirty-five percent (135%) of the Federal Poverty Guidelines;
- (7) Low-income individuals living on tribal lands may establish their income eligibility by certifying participation in one of the following Federal Assistance Programs:
- (A) Bureau of Indian Affairs General Assistance,
  - (B) Tribally Administered Temporary Assistance for Needy Families (TANF),
  - (C) Head Start Programs (under income qualifying eligibility provision only),
  - (D) National School Lunch Program (free lunch program only).

PROOF of program participation or household income eligibility is required. To maintain Lifeline service, customers must provide documentary proof of program eligibility annually, in accordance with the recertification requirements at OAC 165:59-9-5. Subscribers must inform Q LINK within thirty (30) calendar days whenever the subscriber ceases to be eligible to receive Lifeline service support.

#### 4. RATES AND DISCOUNTS

##### Lifeline 250 Minutes Plan (Non-Tribal)

Voice Minutes	250	<b>250 Min Plan</b>	<b>Rate</b>
Text Message (SMS)	250	Undiscounted rate	\$9.25
Nationwide Calling	Included	Lifeline discount	(\$9.25)
Domestic Long Distance	Included	Company discount	N/A
Voicemail	Included	Non-Tribal rate	\$0.00
Call Waiting	Included	Tribal land discount	N/A
Caller ID	Included	Tribal rate	N/A

##### Lifeline 1,000 Minutes Plan

Voice Minutes	1,000	<b>1,000 Min Plan</b>	<b>Rate</b>
Text Message (SMS)	3,000	Undiscounted rate	\$36.00
Nationwide Calling	Included	Lifeline discount	(\$9.25)
Domestic Long Distance	Included	Company discount	(\$1.75)
Voicemail	Included	Non-Tribal rate	\$25.00
Call Waiting	Included	Tribal land discount	(\$25.00)
Caller ID	Included	Tribal rate	\$0.00

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Lifeline Unlimited Minutes Plan

Voice Minutes	Unlimited
Text Message (SMS)	None
Nationwide Calling	Included
Domestic Long Distance	Included
Voicemail	Included
Call Waiting	Included
Caller ID	Included

Unlimited Plan	Rate
Undiscounted rate	\$40.00
Lifeline discount	(\$9.25)
Company discount	(\$5.75)
Non-Tribal rate	\$25.00
Tribal land discount	(\$25.00)
Tribal rate	\$0.00

Additional Airtime

\$10 = 50 minutes

\$20 = 100 minutes

\$30 = 150 minutes

\$35 = 200 minutes

\$50 = 500 minutes

\$60 = Unlimited minutes

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## TERMS AND CONDITIONS

# Q Link Wireless™ Lifeline Terms and Conditions of Service

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Please read these Q Link Wireless LLC Lifeline Terms and Conditions of Service carefully. These Q Link Wireless LLC Lifeline Terms and Conditions of Service are a legally binding agreement between you and Q Link Wireless LLC. They contain important information about your legal rights and require that certain disputes be resolved through arbitration instead of a court trial. Q Link Wireless LLC reserves the right to change or modify any of these Q Link Wireless LLC. Lifeline Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these QLink Wireless LLC Lifeline Terms and Conditions of Service will be binding upon you once posted on the Q Link Wireless LLC website. You should check the Q Link Wireless LLC website regularly for updates to these terms.

By enrolling in the Q Link Wireless Lifeline Program (the "Q Link Wireless Lifeline Program" or "Q Link Lifeline Program") and by using the QLink Wireless Lifeline service (the "Q Link Wireless Lifeline Service" or "Q Link Lifeline Service"), you ("You"), the participant, acknowledge and agree to the following terms and conditions:

## 1. Q LINK WIRELESS LIFELINE PROGRAM DESCRIPTION

Q Link Wireless Lifeline Service is funded by the Universal Service Fund (USF) program and administered by the Universal Service Administrative Company (USAC). In order to qualify for enrollment in the Q Link Wireless Lifeline Program, a person must meet certain eligibility requirements set by each state where the Q-Link Lifeline Program is offered. These requirements are based on a person's participation in a state or federal assistance program(s) or by meeting certain income requirements based upon the Federal Poverty Guidelines as defined by the U.S. Government. For full details on Lifeline Eligibility visit [www.QLinkWireless.com](http://www.QLinkWireless.com).

Federal law limits the availability of the Q Link Lifeline Program. The Q Link Lifeline Program allows one (1) enrollment per "household," meaning each household is permitted one wireless or wire line account. Separate households that live at the same address are eligible, including residents of homeless shelters and nursing homes, for example. Residents with temporary addresses are also eligible.

Applicants for the Q Link Lifeline Program must complete an application form, provide supporting documentation stating that they meet the eligibility requirements, and certify, under penalty of perjury, that they:

- Are eligible for and currently receive benefits from the federal assistance program(s) identified in the application form.
- Do not currently receive Lifeline service from another provider and their household is not currently receiving a Lifeline benefit.

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- Agrees to cancel their current household Lifeline Program with any other provider in order to enroll in the Q Link Lifeline Program, if already participating in a Lifeline program.
- Will notify Q Link Wireless by calling 1-855-754-6543 if and when they no longer qualify for any of the federal assistance programs identified in their application form.
- Will notify Q Link Wireless of any change of address by calling 1-855-754-6543 within 90 days of moving.
- Reviewed the information contained in their application and certify that it is true and correct to the best of their knowledge and beliefs.
- Certify eligibility to receive Lifeline benefits and will notify Q Link Wireless if and when no longer qualified.

Applicants who do not meet the eligibility requirements will receive written notification via U.S. Mail of the reason for their non-eligibility. Upon enrollment in the Q Link Lifeline Program, you will be qualified to participate for up to one (1) year unless you no longer qualify as an eligible subscriber. To continue your enrollment in the Q Link Lifeline Program after the initial year, you must verify annually that you are qualified for continued enrollment in the Q Link Lifeline Program as required by the Federal Communications Commission, your state Public Service Commission, Public Utility Commission, or other agency administering the Q Link Lifeline Program in your state. Q Link Wireless will also conduct verification checks according to each state's rules. If Q Link Wireless determines during its verification check, or at any other time, that a customer fails to continue to qualify for the Q Link Lifeline Program, such customer will immediately be deemed ineligible to participate in the Q Link Lifeline Program, will be de-enrolled from the Q Link Lifeline Program, and will no longer receive the free monthly minutes. Q Link Customers who are no longer eligible (for any reason) for enrollment in the Q Link Lifeline Program must immediately notify Q Link Wireless that they no longer meet the eligibility requirements for enrollment. A Q Link customer's enrollment may also be cancelled upon the request of a state and/or federal authority.

Q Link Wireless reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's Q Link Wireless phone for fraud, misrepresentation, or other misconduct as determined solely by Q Link Wireless. While participating in the Q Link Lifeline Program, a customer shall not be permitted to sell, rent, give away, or in any way allow another person to use the cellular phone or Q Link Lifeline Service provided to him/her by Q Link Wireless. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE Q Link Wireless PHONE OR Q Link SERVICE PROVIDED TO YOU BY Q Link Wireless. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if Q Link determines, at its sole discretion, that a Q Link Wireless customer has violated these prohibitions, Q Link Wireless will then permanently de-enroll the customer from the Q Link Lifeline Program, their phone will be permanently deactivated, and the customer's personal information will be permanently flagged so that the customer may not re-enroll in the Q Link Lifeline Program in the future. If you have any questions, concerns, comments, or complaints regarding the Q Link Lifeline Program or Lifeline Service, offerings, or products, please call Q Link Wireless Customer Support at 1-855-754-6543. You may also contact your state's Public Service Commission/Public Utility Commission.

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## 2. ACTIVATION AND USE OF YOUR Q LINK WIRELESS PHONE

Upon enrollment in the Q Link Lifeline Program, you will receive a Q Link Wireless phone delivered to your home address, noted in the application. You must accept the Q Link Wireless telephone number assigned to your Q Link Wireless phone at the time of enrollment. Upon activation by you, after delivery, you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the Q Link Wireless Lifeline Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"). The number assigned to your Q Link Wireless phone at the time of activation will not be changed for any reason, unless required by a Carrier or if the number is lost following the deactivation of your phone. You may not select a number to be assigned to your Q Link Wireless phone. Your Q Link Wireless phone can only be used through Q Link Wireless and cannot be activated with any other wireless or cellular service provider. Q Link Wireless Lifeline Services are provided at Q Link Wireless' discretion. Some functions and features referenced in the Manufacturer's manual provided with your Q Link Wireless phone may not be available on your Q Link Wireless phone. Q Link Wireless may modify or cancel any Q Link Lifeline Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of these terms and conditions of service.

## 3. MINUTE RATES, USAGE, AND INCLUDED MONTHLY MINUTES

While you are enrolled in the Q Link Lifeline Program, you will receive a free monthly allotment of minutes as provided by the Q Link Lifeline Program approved in your state and the minute plan that you select. The monthly minutes provided by the Q Link Lifeline Program will vary from state to state. Please call Q Link Wireless at 1-855-754-6543 or visit our website for further information. Q Link Wireless minutes are issued in minute (or unit) increments. Units are deducted from the Q Link Wireless phone at a rate of one (1) unit per minute or partial minute of use. In most states, Q Link Wireless offers three plans that are currently available to all new and existing Q Link Wireless customers. Each of these three plans offers different benefits, features, and carryover options.

On select rate plans, you may carry over unused minutes. On these plans, you may carry over minutes for up to 90 consecutive days if you purchase and add minutes from Q Link Wireless. By purchasing and adding minutes from Q Link Wireless, your unused minutes (including your free monthly allotment and any additional purchased minutes) will carry over for 90 consecutive days from the date of your last purchase of minutes from Q Link Wireless. Adding more than one purchase of minutes on the same day will NOT extend your minute carry over for more than the 90 consecutive days. The 90 consecutive day carry over is effective from the date of redemption of the last purchase of additional minutes to your phone.

New Q Link Wireless customers must choose a plan upon enrollment. Existing Q Link Wireless customers who wish to switch plans may do so online or by calling 1-855-754-6543. If you switch plans before the 25th day of any given month, the change will be effective the following month. If you switch plans on or after the 25th day of the month, the change will be effective in the second month following your request to switch plans. You may use your free monthly allotment of minutes to place or receive calls, to send or read text messages or multi-media messages, and to access the Internet (with certain models of phones). In order to receive your monthly allotment of minutes, you will need to leave your Q Link Wireless phone powered "ON"

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during the first ten days of each month. If you DO NOT receive your monthly allotment of minutes because your phone was not "ON" during the first ten days of the month or your phone does not automatically retrieve minutes when powered "ON", please call us.

Minutes will be deducted for all time during which your Q Link Wireless phone is connected to or using the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send", "call", or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. Minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, and calls to toll-free numbers. For simultaneous calls, such as incoming call waiting and 3-way calling (where available), minutes will be deducted for each call. Minutes are not deducted for calls to 911, \*611, or Q Link Wireless Customer Support, and all phones will be able to call 911, even if they have no minutes remaining. For outbound calls, you may be charged minutes for incomplete and/or busy/no answer calls. Minutes will be deducted for use of other services, such as text messaging. No credit or refund is given for dropped calls.

The Lifeline program provides for a \$9.25 per month discount.

- **PLAN 1:** 68 minute plan before discount \$9.25 per month **after discount cost is \$0.00 to consumer**
- **PLAN 2:** 125 minute plan before discount \$9.25 per month **after discount cost is \$0.00 to consumer**
- **PLAN 3:** 250 minute plan before discount \$9.25 per month **after discount cost is \$0.00 to consumer**

To learn more about the three plans visit [www.QLinkWireless.com/lifeline/lifeline-plans](http://www.QLinkWireless.com/lifeline/lifeline-plans). Rate plans vary from state to state. In Colorado, the 68 minute plan and 125 minute plan are not available. Qualified low-income Oklahoma residents may choose from one of the following plans:

Oklahoma Non-tribal 250 minutes/ 250 text – \$0.00/month after Lifeline discount (non-tribal only).

Oklahoma 1,000 minutes/3000 text – \$0.00/month after Lifeline discount.

Oklahoma Unlimited minutes/no text – \$0.00/month after Lifeline discount.

States designated to have Tribal lands may include additional plans, such as our 1,000 Minute Talk plan, Unlimited Minute plans, or other Tribal Land specific plans.

## Prohibited Network Uses.

To ensure the activities of some users does not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Q Link Wireless' network or systems. QLink Wireless reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice or data uses detailed below or if Q Link Wireless, at its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

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## Prohibited Voice Uses.

Q Link Wireless voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. Q Link Wireless' services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, and transmission of recorded material; telemarketing, autodialed calls, and other commercial uses; or other connections that do not consist of uninterrupted live dialogue between individuals. Q Link Wireless may discontinue service, at our sole discretion, for any other reason that violates our policy of providing service for individual use.

## Unlimited Use Plans.

If you subscribe to rate plans, services, or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Q Link Wireless Prohibited Network and Voice Uses.

## 4. TEXT MESSAGING

You may use your free monthly allotment of minutes to send and/or open text messages. Text messages sent to you by Q Link Wireless are free of charge. The charge to send or open an incoming text message using your Q Link Wireless phone will vary depending upon your plan. Under Plan 1, you will be charged 0.3 minutes for each sent or received text message. Under Plans 2 and 3, you will be charged 1 minute for each sent or received text message. If you have used your free monthly allotment of minutes, you will need to purchase and redeem additional minutes in order to continue to send or receive text messages and to place and receive voice calls. If you do not want minutes deducted from your Q Link Wireless phone for text messaging, then do not send text messages or open incoming text messages. Q Link Wireless does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the Q Link Lifeline Program. Please note: Q Link Wireless does not generally participate in Premium SMS services or campaigns. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns unless it is a Q Link Wireless authorized campaign. Any text message you send to a "short code" will in all likelihood not reach the recipient. Any charges you may incur because of any attempts to participate in Premium SMS services or campaigns not authorized by Q Link Wireless are not refundable, whether you incur charges as deductions from your Q Link Wireless phone or from your credit card.

## 5. INTERNATIONAL CALLING

International calling is available on Plan 1 only. If you selected Plan 1, you may use your Q Link Wireless phone to make international calls to landlines and some cellular phones in some countries at no additional charge. [Click here for available countries and details.](#) The countries where international calling is available are subject to change at any time without prior notice. In order to place an international call, you will need to dial the International Long Distance ("ILD") access number and follow the instructions. Minute deductions for international calls begin the moment the ILD access number is dialed and apply to dropped

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calls, misdialed numbers, and busy destination numbers. When placing international calls, you may experience connection failures more frequently than during calls made within the United States. Q Link Wireless will not credit minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your Q Link Wireless phone when you are located outside of the United States, Puerto Rico, the U.S. Virgin Islands, or Guam (the "Coverage Area"). Any attempt to make or receive calls when you are located outside of the Coverage Area could result in service deactivation and de-enrollment from the Q Link Lifeline Program.

## 6. PURCHASING ADDITIONAL MINUTES

Your Q Link Wireless phone will only operate when you have minutes available on the Q Link Wireless phone. If you run out of your free monthly allotment of airtime, you may purchase additional minutes for your phone by [clicking here](#). Follow the easy instructions for adding airtime online. You may also call Customer Support to add minutes at 1-855-754-6543. Each Q Link Wireless minute purchase includes a set number of minutes and service days that begin to run from the date you add the minutes to your QLink Wireless phone. Q Link Wireless reserves the right to add, modify, adjust, and/or eliminate extra bonus minutes at any time at its discretion. Q Link Wireless customers may purchase minutes at very competitive rates. Q Link Wireless reserves the right to adjust its minute rates at any time at its sole discretion.

For each Q Link Wireless minute purchase added to a Q Link phone, the Q Link customer will receive the following:

Minute Rates	Service Days	Price of Card
50	30	\$10
100	30	\$20
150	30	\$30
200	60	\$35
500	60	\$50
Unlimited	30	\$60

\*Georgia, Minnesota and South Carolina Lifeline customers will be able to purchase additional airtime at \$0.10 per minute.

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## 7. SERVICE END DATE, DEACTIVATION, AND REACTIVATION

As a Q Link Wireless customer, you are eligible to receive 365 service days upon your enrollment and activation in the Q Link Lifeline Program, and you are eligible to receive another 365 service days following each successful Annual Recertification for your continued program eligibility in the Q Link Lifeline Program. The Certifications and Perjury Statements may be found at [www.qlinkwireless.com/terms/certifications](http://www qlinkwireless.com/terms/certifications). If you fail to complete your Annual Recertification within 90 days of the required verification date, you will be de-enrolled from the Q Link Lifeline Program. If you have no usage in a period of 60 days, "Non Usage," you will be de-enrolled, and deactivation of Lifeline Service will occur, regardless of the service end date. If it is found that you no longer meet the requirements or eligibility guidelines to receive Lifeline service you will be de-enrolled, and deactivation of Lifeline Service will occur, regardless of the service end date. Q Link Wireless will not seek reimbursement after 60 days of non-usage. Upon de-enrollment from the Q Link Lifeline Program, you will cease receiving the free monthly allotment of airtime. If you are de-enrolled, your phone will remain active and you may continue to use your phone so long as you have available minutes and service days remaining on your phone. You may purchase minutes and service days to keep your phone service active. If you are de-enrolled from the Q Link Lifeline Program and you allow your remaining service days to expire or go "past due", your phone service will be deactivated, you may lose your unused minutes, and you will lose your wireless telephone number. If you choose to reactivate your phone by completing the Annual Recertification within 60 days after your verification due date, you will be re-enrolled in the program and continue receiving the free monthly allotment of airtime.

If your service is deactivated for Non Usage or failure to complete Annual Recertification, you may reactivate your service by either re-enrolling in the Q Link Lifeline Program (if eligible) or purchasing and redeeming Q Link Wireless minutes with service days. Upon reactivation of your phone, you may be assigned a new telephone number. If you have been de-enrolled from the Q Link Lifeline Program and are not eligible to re-enroll but you wish to keep your service active, you must purchase and redeem additional minutes and service days before the "Service End Date". To prevent any interruption in your phone service, please keep your phone service active by timely completing your Annual Recertification as required by the Q Link Lifeline Program or, if no longer eligible, by purchasing and adding Q Link Wireless minutes before your Service End Date.

If you exceed 60 days without any usage (as defined consistent with 47 C.F.R. 54.407(c) (2)), you will be de-enrolled from the Q Link Lifeline Program. Any of these activities, if undertaken by the subscriber, will establish "usage" of the Q Link Lifeline service: (i) Completion of an outbound call; (ii) Purchase of minutes from QLink Wireless to add to the subscriber's service plan; (iii) Answering an incoming call from a party other than the Q Link Wireless or Q Link Wireless' agents or representatives; or (iv) Responding to direct contact from Q Link Wireless and confirming that you want to continue receiving the Q Link Lifeline service. Upon de-enrollment for non-usage, you will have up to a 30-day grace period to re-enroll in the Q Link Lifeline Program by calling 1-855-754-6543. If you do not re-enroll, use your phone, or call Q Link Customer Support within 30 days of your de-enrollment, your phone service will be deactivated. In order to reactivate your Q-Link Wireless phone and re-enroll in the Q Link Lifeline Program, you will need to call Q Link Customer Support. Upon successful re-enrollment, you will receive the monthly minutes you were

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entitled to receive through the date your enrollment was cancelled. You will not, however, receive any minutes for the period of time you were not enrolled in the Q Link Lifeline Program. In addition, you will be assigned the service days, which are the days you were granted when first enrolled in the program.

## 8. RIGHT TO TERMINATE YOUR Q LINK WIRELESS LIFELINE SERVICE

You agree not to give away, resell, or offer to resell the Q Link Wireless phone or service provided by the Q Link Lifeline Program. You also agree your Q Link Wireless phone will not be used for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE Q LINK LIFELINE PROGRAM FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if you: (a) violate any of the Terms and Conditions of Service; (b) lie to us or attempt to defraud us; (c) allow anyone to tamper with your Q Link Wireless phone; (d) threaten or commit violence against any of our employees or Customer Support Representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing, or calling; (j) modify your device from its manufacturer's specification; or (k) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend, or end your service for any other operational or governmental reason. In addition to permanently terminating your service, criminal offenses (i.e., selling or giving away your service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

## 9. UNAUTHORIZED USAGE; TAMPERING

The Q Link Wireless phone is provided exclusively for use by you, the end consumer, with the Q Link Wireless Service available solely in the United States, Puerto Rico, the U.S. Virgin Islands, or Guam. Any other use of your Q Link Wireless phone, including, but not limited to, resale, unlocking, and/or re-flashing of the phone, is unauthorized and constitutes a violation of your agreement with Q Link Wireless. You agree not to unlock, re-flash, tamper with, or alter your Q Link Wireless phone or its software; enter unauthorized PIN's; engage in any other unauthorized or illegal use of your Q Link Wireless phone or the service, or assist others in such acts; or to sell and/or export Q Link Wireless phones outside of the United States. These acts violate Q Link Wireless' rights and state and federal laws. Improper, illegal, or unauthorized use of your Q Link Wireless phone is a violation of this agreement and may result in immediate discontinuance of services and legal action against you. Q Link Wireless will prosecute violators fully of the law.

Some Q Link Wireless phones have SIM cards. If your Q Link Wireless phone has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card. You may not remove your SIM Card from your phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of your service and de-enrollment from the QLink Lifeline Program. The Carriers, QLink Wireless, or its service providers, may, from time to time, remotely

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update or change the encoded information on your SIM card. Your Q Link Wireless phone is restricted from operating when you are located anywhere outside of the United States, Puerto Rico, the U.S. Virgin Islands, or Guam, including offshore or in international waters. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for unused airtime.

## 10. COVERAGE MAPS AND ROAMING

You will find coverage maps on our website. These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. Q Link Wireless does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and/or your equipment may interfere with actual service, quality, and availability. "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your service provider. When your Q Link Wireless phone is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is not in use. There are no additional charges for domestic roaming calls for the Q Link Wireless phone you were provided; however, availability, quality of coverage, and services while roaming are not guaranteed.

## 11. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical, and other conditions. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by the carrier, or because of equipment modifications, upgrades, repairs, relocations, or other similar activities necessary or proper for the operation or improvement of the carrier's radio telephone system. At any time, Q Link Wireless reserves the right to substitute and/or replace any Q Link Wireless equipment (including handsets) with other Q Link Wireless equipment (including handsets) of comparable quality. Some functions and features referenced in the manufacturer's manual for a particular Q Link Wireless handset may not be available on your phone. Q Link Wireless does not warrant or guarantee availability of network or of any services at any specific time or geographic location or that the services will be provided without interruption. Neither Q Link Wireless, nor any carrier, shall have any liability for service failures, outages, or limitations of service. Because of the risk of being struck by lightning, you should not use your Q Link Wireless phone outside during a lightning storm. You should also unplug the Q Link Wireless phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

## 12. LIMITED WARRANTY EXCHANGE POLICY

Q Link Wireless customers shall have up to fourteen (14) days from the delivery date of their phone to return any defective phone and/or accessories to Q Link Wireless. Q Link Wireless will exchange a defective phone for a replacement phone, at Q Link Wireless' discretion, during this period only pursuant to the terms of the Limited Warranty (Section 22) set forth below. For a defective phone replacement, call Q Link Wireless Customer Support at 1-855-754-6543.

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## 13. LOST OR STOLEN PHONE POLICY

For any lost or stolen Q Link Wireless phone, you may purchase a replacement phone for as little as \$25. All reported lost and stolen phones will be permanently deactivated. The replacement phone will include all your remaining allotted minutes for that month. Any purchased minutes that you may have had on your lost phone will not be replaced. In the event you lose your replacement phone or it is stolen, you will need to purchase an additional phone. If a phone is lost or stolen while in transit to the customer before delivery, the lost phone and minutes may be replaced as a onetime courtesy in Q Link Wireless' sole discretion.

## 14. DISCLAIMER OF WARRANTIES

Except for the limited warranty set forth in these terms and conditions, and to the extent permitted by law, the services and devices are provided on an "as is" and "with all faults" basis and without warranties of any kind. We make no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose concerning your service or your device. We cannot promise uninterrupted or error-free service and do not authorize anyone to make any warranties on our behalf. We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.

## 15. HEARING, VISUAL OR SPEECH IMPAIRED ACCOMMODATIONS

Any hearing, visual, or speech impaired person(s) interested in applying for a specially equipped Q Link Wireless phone must call Q Link Wireless and specify their need(s) to an agent. Q Link Wireless will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.

## 16. EMERGENCY CALLS USING 911 AND SAFETY NOTICES

QLink Wireless customers have free access to 911. Occasionally, however, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone.

**Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information.** Unlike traditional landline phones, depending on a number of factors (for example, whether your device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your device is indoors or for some other reason cannot acquire a satellite signal, you may not

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be located. Some devices have a safety feature that prevents use of the keypad after dialing 911— you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.

## 17. DATA SERVICES

With certain Q Link Wireless phone models, you can download ringtones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media messaging services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services") through our wireless Mobile Web ("WAP"). Data Services are additional services offered by us at an additional charge in the form of a debit of minutes for your use of such services.

**Accessing and Purchasing Data Services:** In order to purchase, download or access Data Services, your phone must have active service and sufficient available minutes. Your phone will not let you open the WAP browser without a remaining minute balance of at least 10 minutes. Each time you access our wireless WAP with your phone's browser, 0.5 units per minute will be deducted from your phone ("Access Charges"). Access Charges are deducted in full minute increments. WAP access of less than 60 seconds is rounded up to the next full minute. Access Charges begin when your phone makes a data connection. This should occur shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download, view subscribed Information Services or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This should occur shortly after you close your browser, successfully receive or send a multi-media message (e.g., a picture), after a successful content download or after any other closure of a WAP session. The WAP access duration and the related Access Charges are NOT determined from the exact moment you press a button on your phone to open or close the browser.

In addition to the Access Charges, there will be an additional one-time charge for any content you select to download ("Content Charge"). The Content Charges vary depending on the type of content. You will be advised of the Content Charges prior to finalizing your purchase. The Data Services you purchase and download may only be used or viewed on the phone for which they were purchased and cannot be transferred to any other device, including a new or replacement phone.

**Modifications, Interruptions, or Discontinuation of Data Service:** Q Link Wireless does not guarantee the availability of Data Services on all of its phone models nor does it guarantee the availability of Data Services at all times. QLink Wireless reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in certain areas. Q Link Wireless is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, you will not receive a refund or credit from Q Link Wireless for any remaining used or unused subscription time. If you cancel or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the Terms and Conditions of Service set forth herein.

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## 18. LIMITATION OF LIABILITY

Q Link Wireless is not liable to you for any direct or indirect, special, incidental, consequential, exemplary, or punitive damages of any kind, including lost profits (regardless of whether Q Link Wireless has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or services. Q Link Wireless will not be liable for any act or omission of any other company furnishing a part of our services or any equipment or for any damages that result from any service or equipment provided by or manufactured by third parties. When your Q Link Wireless phone is returned to Q Link Wireless for any reason, Q Link Wireless is not responsible and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS, and/or additional downloads you may have stored on your phone or which may remain on your phone.

## 19. INDEMINIFICATION

You agree to indemnify and hold harmless Q Link Wireless and all affiliated or related companies from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from your use of a Q Link Wireless phone and/or use of the Q-Link Lifeline Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

## 20. BINDING ARBITRATION.

**PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION), EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR Q LINK WIRELESS PHONE, ITS SOFTWARE, THE SERVICE, AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF Q LINK WIRELESS' AGREEMENT WITH YOU.**

This provision is intended to encompass all disputes or claims arising out of your relationship with Q Link Wireless, relating to the Q Link Lifeline Service, or involving any equipment used in connection with the Q Link Lifeline Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory). Nothing contained in this arbitration provision shall preclude Q Link Wireless from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of your Q Link Wireless phone, its software, the Q Link Lifeline Service, and/or PIN numbers, in state or federal court. References to you and Q Link Wireless include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims, except those excluded above, will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to QLink Wireless by contacting Customer Support to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial

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Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this agreement. You and Q Link Wireless agree that use of the Q Link Lifeline Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Q Link Wireless agree that any arbitration will be conducted on an individual basis and not on a consolidated, class-wide, or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this preclusion of consolidated, class-wide, or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and Q Link Wireless in accordance with the AAA Rules, except that Q Link Wireless will reimburse you for the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Q Link Wireless and you agree otherwise, the location of any arbitration shall be Dania, Florida. Georgia customers may seek arbitration within the State of Georgia. Except where prohibited by law, Q Link Wireless and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor Q Link Wireless shall disclose the existence, contents, or results of any arbitration, except to the extent required by law. Judgment on the award rendered may be entered by any court of competent jurisdiction. QLink Wireless Customer Support should be contacted to help resolve any concerns or issues at 1-855-754-6543. Georgia customers maintain the right to file a complaint with the Georgia Public Service Commission regarding the service provided and/or charges imposed by Q Link Wireless. Nothing in this paragraph or this agreement in any way eliminates or abridges that right. For Washington State, consumer's complaints regarding Q Link Lifeline service may be directed to the Washington State Attorney Generals Public Office at 1-800-551-4636 or 206-464-6684. For the hearing impaired you may use 1-800-833-6388. <http://www.atg.wa.gov/filecomplaint.aspx#.UtQuManTn50>.

This Agreement shall be construed under the laws of Florida, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside or where you use or pay for the Services.

## 21. PRIVACY POLICY

Privacy policy is available online at [www.QLinkWireless.com](http://www.QLinkWireless.com).

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## 22. LIMITED WARRANTY

Your Q Link Wireless phone shall have up to 14 days of limited warranty from the activation date of your phone, set forth below, administered by Q Link Wireless. Limited warranty covers against defects in materials and workmanship under normal use by the purchaser.

### How to Obtain Warranty Service:

To obtain warranty service from Q Link Wireless on your phone, contact Customer Support by dialing \*611 from your Q Link phone or calling 1-855-754-6543. If your problem cannot be resolved over the phone, our Q Link Wireless technicians will provide you with an RMA number, which you will use to send your phone to the designated Q Link Lifeline Service Center for replacement, at Q Link Wireless's discretion.

### Terms of Limited Warranty:

Q Link Wireless warrants you (the Consumer) that your Q Link Wireless phone (Product) is free from defects in material and workmanship that may result in Product failure during normal usage, according to the following Terms and Conditions of Service:

1. The limited warranty for the Product begins on the first date of phone activation.
2. The limited warranty extends only to the original Consumer of the Product. Lifeline service is non-transferable.
3. The limited warranty is not assignable or transferable to any subsequent end-user.
4. During the limited warranty period, Q Link Wireless will replace, at Q Link Wireless's sole discretion, any defective Product or parts (except as excluded below) with a new or refurbished replacement Product based on the following conditions:
  - a. The Product or parts do not properly operate for their intended use (except as excluded below).
  - b. The Product or parts are malfunctioning or failing during normal usage.
  - c. Q Link Wireless may, at its sole discretion, replace the Product with a refurbished Product of the same model if available, or if not available will replace with a comparable Product.
  - d. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts.
  - e. Q Link Wireless shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.
5. The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
  - a. The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Q Link Wireless, including damage caused by shipping.

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- b. The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source.
  - c. Q Link Wireless was not advised by the Consumer of the alleged defect or malfunction of the Product within fourteen (14) days of the occurrence of defect or 14 days of the applicable limited warranty period.
  - d. The Product serial number plate or the enhancement data code has been removed, defaced, or altered.
  - e. The defect or damage was caused by the defective function of the cellular system, by inadequate signal reception from the external antenna, by viruses, or by other software problems introduced into the Product.
  - f. The Product is outside of the limited warranty period.
- 6. Q Link Wireless does not warrant uninterrupted or error-free operation of the Product or service. Q Link Wireless cannot and does not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.
  - 7. If a problem develops during the limited warranty period, the Consumer shall contact Q Link Wireless Customer Support for replacement of the Product within fourteen (14) days of the expiration of warranty. Q Link Wireless shall, at its discretion, provide a replacement Product that may consist of a refurbished phone of the same model if available, or of a comparable model.
  - 8. The Consumer understands that the Product may consist of refurbished equipment that contains used components, some of which have been reprocessed. The used components comply with Product performance and reliability specifications.
  - 9. Q Link Wireless EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. The foregoing limited warranty is the consumer's sole and exclusive remedy and is in lieu of all other warranties, expressed or implied. Q Link Wireless shall not be liable for special, incidental, punitive, or consequential damages, including but not limited to loss of anticipated benefits or profits, loss of savings or revenue, loss of data, punitive damages, loss of use of the product or any associated equipment, cost of capital, cost of any substitute equipment or facilities, downtime, the claims of any third parties (including customers), and injury to property resulting from the purchase or use of the product or arising from breach of the warranty, breach of contract, negligence, strict tort, or any other legal or equitable theory, even if Q Link Wireless knew of the likelihood of such damages. Q Link Wireless shall not be liable for delay in rendering service under the limited warranty, loss of use during the period that the product is returned for replacement or warranty service, or for the loss or unauthorized use of customer passwords, personal information, contacts, pictures, videos, applications, music, ringtones, or other content.
  - 10. Some states do not allow the exclusion or limitation of incidental and consequential damages, so certain of the above limitations or exclusions may not apply to the Consumer. This limited warranty gives the Consumer specific legal rights and the Consumer may have other rights, which vary from state to state.
  - 11. Q Link Wireless neither assumes nor authorizes any authorized service center, or any other person or entity, to assume for QLink Wireless any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.
  - 12. This is the entire warranty between Q Link Wireless and the Consumer, and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise, or condition not contained herein shall modify these terms.
  - 13. This limited warranty allocates the risk of failure of the Product between the Consumer and Q Link Wireless. The allocation is recognized by the Consumer and is reflected in the purchase price.

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Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All rate plans, features, functionality, and other product specifications are subject to change without notice or obligation. Color of phones may vary.

## Q LINK WIRELESS REFER-A-FRIEND PROGRAM TERMS AND CONDITIONS

Q Link Wireless may, from time to time, offer users of the Q Link Wireless Lifeline Service the opportunity to earn rewards by referring friends to try the QLink Wireless Lifeline Service ("Q Link Wireless Refer-a-Friend® Program" or "the Program"). We reserve the right to terminate the Program at any time for any reason.

These Terms and Conditions shall apply to a user's participation in the Program. By participating in the Program, users agree to use the Program in the manner specified in the Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety, you are not authorized to register as a referrer or to participate in the Program in any manner. Users may not participate in a Program where doing so would be prohibited by any applicable law or regulations.

### 1. Privacy

Individuals may participate in the Program to recommend services or content made available by Q Link Wireless to their friends, family, or colleagues ("Users"). To do this, Users must submit personal information about themselves and their friends, family members, or colleagues, such as name and email address information, so that Q Link Wireless can send these recommendations on their behalf. The personal information will be collected, processed, and used in accordance with Company's Privacy Policy, which can be found at [www.QLinkWireless.com/Privacy.aspx](http://www.QLinkWireless.com/Privacy.aspx).

In addition, personal information may be used by Q Link Wireless to contact Users with regard to their participation in the Program and to receive communications from Q Link Wireless. When a User provides personal information about his/her friends, family members, or colleagues to receive communications via the Program, the provided personal information will be used by Q Link Wireless for sending these communications on behalf of the User. The User understands that Q Link Wireless may send out additional follow-up communications on behalf of the User to encourage or remind their friends, family members, or colleagues to complete the registration process.

### 2. How the Program Works

#### Program Participation:

To participate, visit [www.QLinkWireless.com](http://www.QLinkWireless.com) and follow the on-screen instructions to refer as many friends, family members, or colleagues as you wish to the Q-Link Wireless Lifeline Program by entering the friends' names and email addresses in the "Refer-A-Friend" box.

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Users who refer are called "Referrers"; individuals who are referred are called "Referees." For every Referee (defined below), the Referrer may be eligible to receive "Reward(s)" (also defined below), provided Referrer is otherwise eligible under, and fully compliant with, these Terms and Conditions. We reserve the right to modify or amend at any time these Terms and Conditions and the methods through which Rewards are earned. We reserve the right to disqualify any User at any time from participation in the Program if he/she does not comply with any of these Terms and Conditions.

## Eligibility:

Referrers must be legal residents of the 50 United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, or Guam who:

1. Are 18 years of age or older.
2. Have the legal right to provide the personal information (e.g.: name and email address) of each Referee.
3. Are not currently employed by Q Link Wireless, Q Link Wireless Lifeline Released Parties, or their subsidiaries, affiliates, or promotional agencies. This includes immediate family and members of their households.

## Qualified Referrals:

Referrers may only refer third-party individuals who meet the requirements of these Terms and Conditions. For example, a Referrer may not refer himself or anyone in their household, create multiple or fake accounts, or participate in the Program using multiple or fake email addresses or identities.

Credit can only be awarded for "Qualified Referrals." A Qualified Referral means that all the following conditions are met:

1. The Referee completed the registration process by signing through a Q Link Wireless agent over the phone or online at [www.QLinkWireless.com](http://www.QLinkWireless.com);
2. The Referrer and the Referee are both qualified Q Link Wireless customers and have received Q Link Wireless phones;
3. The Referee was not previously registered with the Q Link Wireless Lifeline Service under any email address or alias;
4. The Referrer and the Referee are both legal residents of the 50 United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, or Guam, and are 18 years or older;
5. Only one Qualified Referral can be earned for each Qualified Referee. Any additional or subsequent purchases made by the Referee will not be counted as Qualified Referrals;
6. Both the Referee and the Referrer meet all requirements set forth by QLink Wireless and rules of the Lifeline program as set forth by federal and state agencies.

## Earning Rewards:

Referrer shall receive various promotional credits from Q Link Wireless. All credits exclude applicable surcharges, fees, and taxes. Credit(s) have no cash value, are non-refundable, and non-transferable. If

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either Referrer or Referee cancels before 90 days from the date the Referee subscribes to Q Link Wireless service, this will result in the loss of and/or chargeback of associated credits.

The offer is good while supplies last. Both Referrer and Referee must subscribe and remain an active customer for a minimum of 91 days to be eligible to receive the credit. Certain types of referrals, including but not limited to referring oneself or someone living in the same residence as Referrer, are prohibited. Q Link Wireless purchases made at retail are not eligible for Refer-A-Friend® program. Q Link Wireless customers who have cancelled service within the last 90 days are not eligible for this offer.

Rewards are subject to verification. Program Entities may withhold a Reward for investigation or refuse to process any transaction Q Link Wireless deems fraudulent, suspicious, in violation of these Terms and Conditions, or may impose liability on Q Link Wireless, its subsidiaries, affiliates, or any of their respective officers, directors, employees, representatives, and agents. Credit and/or Rewards are not transferable and may not be auctioned, traded, bartered, or sold. Upon termination of the Program or any portion thereof for any reason, or upon cancellation of a Referrer's Q Link Wireless account for any reason, any unredeemed Credit and/or Rewards accumulated by Referrer are forfeited. Program Entities' decisions are final and binding, including decisions as to whether a Qualified Referral Credit is valid.

### 3. Liability

By participating in the Program, Users agree: (a) to be bound by these Terms and Conditions, the decisions of the Program Entities and/or their designees, and the Privacy Policies of Q Link Wireless; b) to release and hold harmless Program Entities and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys, and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation, or administration of the Program (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs, or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury, or death caused to any person(s) and/or the awarding, receipt, and/or use or misuse of the Program or any Reward); and (c) to be contacted by Released Parties via email.

The Released Parties reserve the right to make changes or additions to these Terms and Conditions for any reason at any time. Released Parties' failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications, or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software, or other technical or computer malfunctions, lost connections, disconnections, delays, or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to, alteration of, or entry into other materials; (iv) any injuries, losses, or damages of any kind resulting from acceptance, possession, or use of a Reward, or from participation in the Program; or (v) any printing, typographical, administrative, or technological errors in any websites or materials associated with the Program. Released Parties disclaim any liability for damage to any computer system resulting from participating in (or accessing or downloading information from

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connection with) the Program, and reserve the right, at their sole discretion, to cancel, modify, or suspend the Program should a virus, bug, computer problem, unauthorized intervention, or other causes beyond the Released Parties' control, corrupt the administration, security, or proper play of the Program.

The Released Parties shall not be liable to any Users for failure to supply any Reward or any part thereof, by reason of any Acts of God, action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s), or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

As a condition of entering the Program, Users agree that under no circumstances will Users be entitled to any awards for any losses or damages, and Users hereby waive all rights to claim punitive, incidental, consequential, and/or any other damages, and waive any and all rights to have damages multiplied or otherwise increased.

Released Parties reserve the right to cancel or suspend this Program should it determine, in its sole discretion, that the administration, security, or fairness of this Program has been compromised in any way.

## 4. Applicable Law

Any and all disputes, claims, and causes of action arising out of or related to this Program or any prize awarded shall be resolved under Florida law (without reference to its conflicts of laws principles), and participant agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts located in Broward County, Florida. QLink Wireless Customer Support should be contacted to help resolve any concerns or issues at 1-855-754-6543.

## 5. Publicity

Participation in the Program and/or acceptance of a Reward constitutes permission for Program Entities to use any User's first and last name, company name, profile information, statements, biographical information, and city and state address for any and all promotional or advertising purposes in connection with the Program, on a worldwide basis, and in all forms of media without review, permission, or further compensation of any amount or kind whatsoever, where permitted by law.

## 6. Prohibited Conduct

Users agree not to use the Program to:

- Violate applicable law;
- Infringe upon the intellectual property rights of the Program Entities or any third parties;
- Stalk, harass, or harm another individual;

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- Collect or store personal data about other Users;
- Impersonate any person, or otherwise misrepresent the User's identity;
- Interfere with, disrupt, or violate the Terms and Conditions or servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
- Interfere with another User's use of the Program;
- Attempt to gain unauthorized access to the Program, or to other accounts, computer systems, or networks connected to the Program;
- Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features;
- Conduct any activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
- Resell, barter, trade, auction, or otherwise generate income by providing access to the Program to others.

Program Entities may prohibit a User from participating in the Program or receiving a Credit or Reward, at their sole discretion, if they determine such User is attempting to undermine the fairness, integrity, or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices or by intending to annoy, abuse, threaten, or harass any other users or representatives of Program Entities. Use of any automated system to participate is strictly prohibited and will result in disqualification. Users may not enter with multiple or fake email addresses or accounts, use fictitious identities or use any system, bot, or other device or artifice to participate in the Program or receive a Reward. Program Entities reserve the right to disqualify any User and/or cancel any Reward(s) it finds to be tampering with the entry process or the operation of the Program or violating these Terms and Conditions. Referrals generated by a script, macro, or other automated means will be disqualified. If a solution cannot be found to restore the integrity of the Program, we reserve the right to cancel, change, or suspend the Program.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**Q Link Wireless is a registered trademark and a subsidiary of Quadrant Holdings Group, LLC.**

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